

Electronically Recorded

Official Public Records

Tarrant County Texas

2009 Jan 20 08:54 AM

Fee: \$ 24.00

Submitter: SIMPLIFILE

D209013159

3 Pages

Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT OF OIL AND GAS LEASE

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This Amendment of Oil and Gas Lease ("Amendment") is entered into by and between **William M. Birk and wife, Silvia C. Birk**, whose address is 7441 Mansfield Cardinal Road, Kennedale, Texas 76060, and **XTO Energy Inc.**, 810 Houston Street, Fort Worth, Texas 76102.

RECITALS

a. Whereas, **William M. Birk and wife, Silvia C. Birk** (collectively, "Lessor"), executed an Oil and Gas Lease dated July 25, 2006 (the "Lease"), which is recorded as Instrument #: D206268695 in the Official Public Records of Tarrant County, Texas, in favor of XTO Energy, Inc. ("Lessee"), covering 74.981 acres of land, more or less, more particularly described in the Lease; and

b. Whereas, the Lease provides for a 23% royalty on oil, gas and all other hydrocarbons, which the parties desire to be amended to read 25%; and

c. Whereas, the parties agree that the Lease shall increase from 120 days to 180 days; continuous drilling provisions of paragraph 6(a) of the Lease; and

d. Whereas, the parties desire, upon a good faith intention, to drill four or more wells and/or laterals in a unit to provide for a unit size of up to 480 acres plus a 10 acre variance.

AGREEMENT AND AMENDMENT

Now therefore, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree that the Lease, as amended and modified by this Amendment, remains in full force and is ratified and confirmed in all respects.

1. Lessor and Lessee agree to amend Paragraph 4 of the Lease increasing the royalty percentage to read twenty-five percent (25%) in each place where 23% is specified in the Lease.

2. Lessor and Lessee agree that Paragraph 6 of the Lease is revised to substitute 180 days in each place where 120 days is specified in the Lease.

3. Lessor and Lessee agree that the Lease is amended to delete paragraph 7 entitled Pooling, and in its place and stead to insert the following:

7) Pooling. Lessee, at its option, may pool and/or unitize the leased premises as to oil and gas, or either of them, with any other land, lease or leases, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate the premises. Any pooling shall be into a well unit or units not exceeding forty (40) acres, for oil, and not exceeding four hundred and eighty (480) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by state government authorities. Lessee shall file for record in Real Property Records where the land is located, an instrument describing and designating the pooled acreage and depths for the pooled unit, and upon such recordation, the unit shall become effective as to all parties hereto. Lessee may at its election exercise its pooling option before or after commencing operations. In the event of operations for drilling on or production of oil or gas from any part of the pooled unit which includes the land covered by this Lease, the operations or production shall be considered as operations on or production of oil or gas from the land covered by this Lease, whether or not the well is located on the land covered by this Lease. For the purpose of computing the royalties to which owners of royalties payments out of production shall be entitled on production of oil or gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this Lease and included in the unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this Lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of such production whether it be oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production was from the land covered by this Lease.

IN WITNESS WHEREOF, this instrument is executed on the dates set forth in the acknowledgments below but is made effective as of July 25, 2006.

EXECUTED this 19th day of December, 2008.

LESSOR:

William M Birk

William M. Birk

Silvia C Birk

Silvia C. Birk, aka Silvia L. Birk

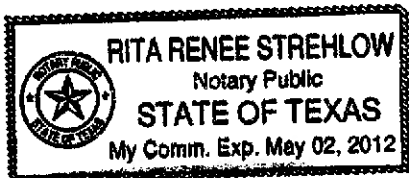
LESSEE:

XTO ENERGY, INC.

By: Edwin S. Ryan, Jr. ✓
Edwin S. Ryan, Jr.,
Senior Vice President-Land Administration

STATE OF TEXAS §
COUNTY OF Tarrant §

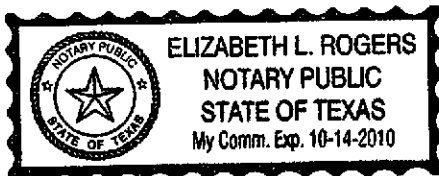
This instrument was acknowledged before me on this the 19th day of December, 2008, by William M. Birk and wife, Silvia C. Birk.



Rita Renee Strehlow
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 29th day of December, 2008, by Edwin S. Ryan, Jr., Senior Vice President-Land Administration of XTO Energy, Inc., a Texas corporation, on behalf of said corporation.



Elizabeth L. Rogers
Notary Public in and for the State of Texas